

Torch Lily Plant Sweepstakes

Sooner Plant Farm | Garden Gate Sweepstakes

Official Rules

1. **Eligibility:** NO PURCHASE NECESSARY TO ENTER OR WIN. The Promotion is open to all legal residents of the fifty (50) United States and the District of Columbia, who are 18 years of age or older as of January 1, 2025. Employees, officers and directors of Sponsors, their parents, subsidiaries, and affiliated companies, advertising, promotion, or production agencies, web masters/suppliers and their IRS dependents and immediate family members (spouse, parents, children, siblings) and individuals residing in their same household, (whether or not related) are not eligible to participate. By entering the Promotion, entrants fully and unconditionally agree to be bound by these Official Rules. Void where prohibited, taxed or restricted by law. All federal, state, provincial and local laws and regulations apply.
2. **Timing:** Torch Lily Plant Sweepstakes - (the "Promotion") begins at 12:01 am EST on May 30, 2025 and ends at 11:59 pm EST on August 31, 2025 (the "Promotion Period").
3. **How to Enter:** Visit the Promotion page at <https://www.gardengatemagazine.com/articles/web-extras/all/torch-lily-sweepstakes-sooner-plant-farm/> and follow the instructions to complete and submit the Entry Form with your name, email address, and daytime phone number to receive one (1) entry into the Promotion. There is a limit of (1) entry per email address during the Promotion Period. Entries must be received and recorded by Sponsors' computer by 11:59:59 p.m. EST on August 31, 2025 to be eligible for the random drawing. Sponsors' computer is the official timekeeping device for this Promotion. No automated entry devices and/or programs permitted. All entries become the sole and exclusive property of the Sponsors and receipt of entries will not be acknowledged or returned. The name of the person submitting a Promotion entry must be the authorized account holder of the email address or mobile telephone number used to enter the Promotion, or, entry may be deemed void in Sponsors' sole discretion. In the event of a dispute over the identity of a potential winner, the entry will be declared made by the authorized account holder of the email address or mobile telephone number submitted at the time of entry, and any potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of the email address or mobile telephone number. Potential winners may be required to show proof of being the authorized account holder.

Submissions will be reviewed for compliance with these Official Rules.

4. **Winner Notification/Odds:** Winners will be selected in a random drawing on or about September 15, 2025 from all eligible entries received during the Promotion Period. Winner notifications will be on or about September 15, 2025. Odds of winning depend on the number of eligible entries received during the Promotion Period. The random drawing will be conducted by an independent party whose decisions are final and binding in all matters relating to this Promotion. Winners will be notified by email and/or phone at Sponsors' sole discretion. If a potential prize winner cannot be reached after a reasonable effort has been made during the four (4) days from the first notification attempt, such person may be disqualified, with an alternate prize winner selected in accordance with these Official Rules. Only two attempts for new alternates per prize will be conducted. If attempts fail, unclaimed prize will not be awarded.
5. **PRIZES:** 5 (five) winners will receive one 'Backdraft' torch lily plant ("Prize") from Sooner Plant Farm. <https://soonerplantfarm.com/>. All taxes and fees associated with prize receipt and/or use are the responsibility of winner. If a winner cannot accept prize in accordance with these Official Rules, prize will be forfeited in its entirety and an alternate winner may be chosen. Actual value may vary based on price fluctuations. Prizes are non-transferable and no substitution will be made except as

provided herein at the Sponsors' sole discretion. Sponsors reserve the right to substitute the prize (or a component thereof) for one of equal or greater value if the designated prize should become unavailable for any reason. All federal, state, local and other tax obligations arising from this Promotion, including, without limitation, winning a prize, will be the sole responsibility of the prize winner.

6. **Release:** By receipt of any prize, winner agrees to release and hold harmless Sponsors, their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize.
7. **PUBLICITY RELEASE:** Except where prohibited, acceptance of a prize constitutes winner's consent that their name, likeness, voice and/or biographical data may be used in any medium for advertising and promotional purposes without limitation and without additional notice, compensation, or consent.
8. **GENERAL:** All federal, state and local rules and regulations apply. By receipt of any prize, winners agree to the use of their name, likeness, and biographical information for purposes of advertising, trade or promotion without further notice or compensation except where prohibited by law. By participating in the Promotion, or by accepting a prize, all participants agree to release, indemnify, and hold harmless the Released Parties for any and all liability, for loss, harm, damage, injury, cost or expense whatsoever, including, without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in the Promotion, or possession, acceptance, and or use or misuse of any prize or participation in any Promotion-related activity and claims based on publicity rights, copyright infringement, trademark infringement, intellectual property rights, defamation or invasion of privacy and merchandise delivery.
9. **LIABILITY LIMITATIONS:** The Released Parties are not responsible for lost, late, misdirected, incomplete, or non-delivered entries or e-mail; or for interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Website, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, corrupted, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures, or technical errors or difficulties, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of entry or other information or the failure to capture, or loss of, any such information. Persons who tamper with or abuse any aspect of this Promotion or otherwise attempt to undermine the legitimate operation of the Promotion by cheating, hacking, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other participants or Sponsors' representatives, as solely determined by the Sponsors, will be disqualified. Any use of robotic, automatic, macro, programmed or like entry methods will void all such entries by such methods, and disqualify any participant using such methods. The Released Parties are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Promotion or downloading materials from or use of the Website. Should any portion of the Promotion be, in Sponsors' sole opinion, compromised by virus, worms, bugs, non-authorized human intervention, technical failures or other causes which, in the sole opinion of the Sponsors, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsors reserves the right at its sole discretion to suspend, modify or terminate the Promotion, and select the winners from entries received prior to action taken or as otherwise

deemed fair and appropriate by Sponsors. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by Website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Promotion, and assume no responsibility for any error, interruption, deletion, defect, delay in operation, or transmission, communications line failure, theft or destruction, or unauthorized use of this Website.

Choice of Law and Dispute Resolution – This Promotion is governed by the laws of the United States and the State of California applicable to contracts made and performed in the State of Connecticut, without respect to conflict of law doctrines. As a condition of participating in this Promotion, participants agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, exclusively before a court located in the State of Connecticut having jurisdiction and Participants irrevocably consent to the Jurisdiction of the courts located in the State of Connecticut; and (2) UNDER NO CIRCUMSTANCES WILL PARTICIPANT BE PERMITTED TO OBTAIN AWARDS FOR, AND PARTICIPANT HEREBY WAIVES ALL RIGHTS TO CLAIM, INDIRECT, PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SPONSORS' TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS PROMOTION, WHETHER IN CONTRACT OR TORT OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED THE STATED ARV OF THE PRIZES OFFERED HEREUNDER. In the event any provision of these Official Rules will be held to be unenforceable, these Official Rules will continue in full force and effect without such provision. These Official Rules are intended to be the complete, final and exclusive statement of the terms of the agreement between each Participant and the Sponsors relating to the subject matter hereof.

10. **Use of Data:** Sponsors will be collecting personal data about participants online, in accordance with their privacy policies. Please review the Sponsors' privacy policies <https://www.aimmedia.com/privacy-policy/> By participating in the Promotion, entrants hereby agree to Sponsors' collection and usage of their personal information for use in administering the Promotion and acknowledge that they have read and accepted Sponsors' privacy policies. Unless the entrant otherwise expressly agrees, his/her personal information shall be used only for the purposes of administering the Promotion.
11. **Winner:** On or about September 30, 2025 you may obtain the name of the prize winner(s), by mailing a self-addressed, stamped envelope to: Garden Gate Magazine, c/o Active Interest Media, 2143 Grand Ave. Des Moines, IA 50312. Requests received after October 1, 2025 will not be honored.
12. **Sponsors:** This Promotion is Sponsored by: Garden Gate, 2143 Grand Ave. Des Moines, IA 50312